

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT of OIL AND GAS LEASE EXTENDING THE PRIMARY TERM

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF TARRANT §

WHEREAS, Rex V. Bagby whose address is 2211 White Lane, Haslet, TX 76052, as Lessor, did execute and deliver to Chief Holdings LLC, whose address is 5956 Sherry Lane, Suite 1500, Dallas, Texas 75225, as Lessee, a certain Oil and Gas Lease (the "Lease") dated March 27, 2006, recorded in D206194128, of the Official Records of Tarrant County, Texas, and covering certain lands and interests therein situated in Tarrant County, Texas, as set out and described as follows, to wit:

Lots 16-R, Block 11, of City of Haslet, an Addition to the City of Haslet, Tarrant County, Texas, according to the Plat thereof recorded in Volume 1657, Page 109, Deed Records, Tarrant County, Texas.

WHEREAS, the Lease, and any amendments thereto, and all rights and privileges thereunder are now owned by Chief Resources LLC, the address of which is 5956 Sherry Lane, Suite 1500, Dallas, Texas 75225 (hereinafter referred to as "Lessee");

WHEREAS, Lessor and Lessee desire to extend the primary term stated in the Lease an additional one (1) year.

NOW, THEREFORE, for a good and valuable consideration, the receipt of which is hereby acknowledged, I or we, the undersigned, the present owner(s) of mineral interests in and under the Lease and leasehold premises do hereby agree as follows:

The **primary term** set out in paragraph 2 of the Lease shall be and is hereby **amended and changed from two (2) years** from the effective date of the Lease **to three (3) years** from the effective date of the Lease. All other terms, conditions, provisions and covenants of the Lease shall otherwise remain the same and unchanged.

EXCEPT AS AMENDED HEREBY, the Lease shall remain unchanged and the undersigned do hereby adopt, ratify, and confirm the Lease and all of the terms and provisions thereof, as changed, altered and amended hereby; and the undersigned do hereby LEASE, GRANT and LET the above described property covered by the Lease unto Lessee, subject to and in accordance with all of the terms and provisions of the Lease as amended hereby and the undersigned do further agree and declare that the Lease is a valid and subsisting oil and gas lease and is binding on the undersigned in all of its terms and provisions.

The filing of this instrument for record by Lessee or its successors and assigns, shall constitute an acceptance thereof by Lessee or its successors and assigns.

This Amendment shall extend to and bind the undersigned and Lessee and their respective heirs, successors, assigns, administrators, executors and legal representatives.

IN WITNESS WHEREOF, this Amendment is EXECUTED this the 25 day of JUNE, 2008 but effective for all purposes as of the effective date of the Lease.

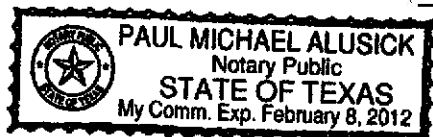
LESSOR
By: Rex V. Bagby
Rex V. Bagby

Date: 6-25-08

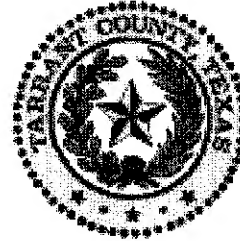
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me this 25 day of June, 2008, by Rex V. Bagby.



[Signature]
Notary Public, in and for the State of Texas



CHIEF OIL & GAS LLC
5956 SHERRY LANE STE 1500

DALLAS TX 75225

Submitter: CHIEF OIL & GAS LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 07/03/2008 08:46 AM
Instrument #: D208257502
LSE 2 PGS \$16.00

By: _____



D208257502

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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